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7 *Roland Anthony Boudreau, Deceased*

FILED
DISTRICT COURT OF GUAM

FEB 01 2008

JEANNE G. QUINATA
Clerk of Court

8 IN THE DISTRICT COURT OF GUAM

9 -----
10 CASSANDRA CHAU TRUONG,)
11 Administratrix of the Estate of)
12 ROLAND ANTHONY BOUDREAU,)
13 deceased,)

14 Plaintiff,)

15 vs.)

16 UNITED STATES OF AMERICA,)

17 Defendant.)
18 -----

CIVIL CASE NO. 06-00022

TRIAL BRIEF

19 I.

20 FACTUAL SUMMARY

21 This is a Federal Tort Claims Action ("FTCA"), 28 U.S.C. § 2671, *et seq.*, and this Court
22 has jurisdiction of this action pursuant to 28 U.S.C. § 1346(b), and arises under the following
23 factual circumstances.

Prior to April 2, 2005, three entities joined together to hold a *Three Doors Down* concert

ORIGINAL

1 on U.S. Navy property at **Polaris Point**, in Guam. Those three entities are the U.S. Navy's Morale,
2 Welfare & Recreation Department ("MWR"), **Ambros, Inc. dba Shimbros Productions**, and the
3 promoter, Karl Pangelinan, doing business as **Malafunkshun Productions** ("Malafunkshun").
4 Simply put, the arrangement was that MWR would supply the grounds and the security for the
5 grounds, namely **Polaris Point**. Ambros and Budweiser would supply the drinks, and
6 **Malafunkshun** would make arrangements for the **Three Doors Down** band to play at the concert.
7 MWR was also responsible for picking up golf carts at the **Navy Golf Course** and transporting them
8 to **Polaris Point** to be used by the various employees of the above-mentioned three sponsoring
9 entities.

10 At some time prior to the actual concert, MWR personnel walked the **Polaris** grounds and
11 determined that there were several hazards at the concert grounds, such as iron bars and holes in the
12 ground, that needed to be identified, roped off, or protected, so that people would not trip over the
13 holes, or drive their cars or golf carts over the holes. The MWR personnel, after identifying the
14 hazards, hired a welding company to remove all of the protruding metal hazards. However, on the
15 day of the concert, they merely placed orange traffic cones or 55-gallon trash barrels over the holes.

16 One day prior to the concert, the MWR personnel picked up twelve (12) golf carts from the
17 **Navy Golf Course** and delivered them to **Polaris Point** for use by the various employees of the three
18 entities. There was no training or instructions on the use of the carts given by MWR or the **Navy**
19 **Golf Course**, or by anybody concerning the use of those golf carts.

20 The concert was heavily promoted, both on and off the base, and certain VIPs were invited
21 to a special VIP pre-concert party at the **Hard Rock Café** in Tumon, prior to the concert. The
22 decedent, Roland Anthony Boudreau, was invited to that VIP pre-concert party and, after attending
23 that party, he, along with the other VIPs, were brought to the concert grounds at **Polaris Point** and

1 were ensconced in VIP tents. Budweiser and Ambros, since they were one of the sponsors of this
2 event, served beer at the VIP tents for the VIP guests. MWR's vendors served beer for the general
3 public.

4 The Plaintiff, Cassandra Truong, is the widow of the decedent Boudreau and was working
5 for Ambros as a Marketing Representative. She was at the concert premises from about 8:30 in the
6 morning to about 8:00 o'clock p.m. on the day of the concert. After the concert was over, about 6:00
7 o'clock p.m., all of the personnel for the promoters and for MWR, etc., began cleaning up the
8 concert grounds and during the breakdown of the concert, people were being ferried back and forth
9 between the concert grounds and the parking area utilizing the MWR golf carts.

10 The Plaintiff, Cassandra Truong, was authorized to use a golf cart and, after the concert was
11 over and about 7:00 o'clock p.m., she transported another employee of Ambros, Julia Pocaigue, and
12 placed her in the passenger seat of the golf cart. She also picked up Julia's son, Donovan Rivera,
13 and also her husband, the decedent, and put them on the back part of the golf cart where the golf
14 bags are generally placed. Donovan was situated behind Cassandra and Roland was situated behind
15 Julia. It was dark at that time and there were no lights on the golf carts, nor was the general area lit
16 up with lights. Two other people also got into Cassandra's cart, but Shawn Pascua, also an Ambros
17 employee, took two of those people and put them in his cart. Kaoru in the front and Eric Roberto
18 in the back. Cassandra then began driving at a slow speed from the concert grounds over to the
19 parking area with four people in her golf cart and was following the other golf cart that was being
20 driven by Shawn Pascua. During that drive, she ran over one of the holes that had been previously
21 identified by MWR, but had not been roped off and there were no traffic cones or trash barrels
22 around the hole because they were probably removed or taken during the day. When Cassandra hit
23 the hole, her husband was violently thrown from the golf cart and he landed on the back part of his

1 head on the pavement and suffered a concussion. Security was called, the ambulance arrived, and
2 the decedent was transported to the U.S. Naval Hospital and, despite the medical services rendered
3 to him, he died the next day, April 3, 2005 at the U.S. Naval Hospital. He was survived by his minor
4 son, Joshua Boudreau Chapman, and his wife, Cassandra Truong.

5 Cassandra Truong then applied for letters of administration on the Estate of the decedent in
6 the Superior Court of Guam in Probate Case No. PR0151-05 and was appointed the Administratrix
7 of the decedent's Estate. On January 12, 2006, Cassandra Truong filed a Claim for Wrongful Death
8 with the United States of America but, as of August 21, 2006, the Defendant had neither accepted
9 nor rejected the claim and, pursuant to 28 U.S.C. § 2675(a), Plaintiff elected to consider the failure
10 to act on her claim as a denial of that claim and this lawsuit followed. A formal denial of claim was
11 received from the U.S. months later.

12 II.

13 NEGLIGENCE OF THE DEFENDANT

14 Paragraphs 7, 8, 9 and 10 of the Complaint sets forth the specific acts of negligence of the
15 Defendant, which were the proximate cause of the decedent's death. Those paragraphs read as
16 follows:

17 7. The decedent was legally on the U.S. owned Premises at the time of the accident
18 and the Defendant owed an affirmative duty to inspect the Premises and to exercise
reasonable care to make the Premises safe for decedent's entry thereon.

19 8. The Defendant, the United States of America, and its employees and agents,
20 negligently maintained, managed, controlled and operated said Premises in that there
21 were bumps, holes and imperfections on the roadways and other portions of the
22 Premises which the Defendant knew or, in the exercise of reasonable care, should
have known, constituted a dangerous condition and unreasonable risk of harm of
which decedent was at all times herein mentioned unaware of.

23 9. The Defendant negligently failed to take steps to either make the conditions safe
or to warn decedent of the dangerous conditions, all of which caused the decedent to

1 fall from the golf cart, hit his head on the pavement and died as a result thereof.

2 10. In addition to the foregoing, the Defendant negligently permitted the use of the
3 aforesaid golf cart by persons who were not trained in operating same and negligently
4 failed to train or supervise the operators of said golf carts, which negligence
5 contributed to the accident hereinabove described.

6 III.

7 THE APPLICABLE LAW

8 The Defendant, the United States of America, has waived immunity from suit under the
9 FTCA and can be sued like a private person and the law of the place where the tort occurred is the
10 law that should be applied. In this case, since the tort occurred in Guam, the law of Guam would
11 be applied. "Under the Federal Tort Claims Act, the United States can be sued for its torts, but it
12 is only liable 'if a private person [] would be liable to the claimant in accordance with the law of
13 the place where the act or omission occurred, 28 U.S.C. § 1346(b); *see also* 28 U.S.C. § 2674-
14 80...That means that the United States must be treated as a private person for purposes of our
15 analysis..." *Ravell v. U.S.*, 22 F.3d. 960, 961 (9th Cir. 1994).

16 So we must determine what the law of Guam is in analyzing this matter.¹ The first reported
17 FTCA case discussing the law of Guam and how it should be applied in an accident on the Navy
18 base is *Lester v. U.S.*, 487 F.Supp. 1033, 1037 (Tex. 1980), where a Navy wife slipped and fell on
19 some slippery steps at the Naval Station in Guam and was severely injured. The Texas District
20 Court, utilizing Guam law, held as follows:

21 ///

22 ¹ There are very few California/Ninth Circuit cases on this point, but that is only because
23 California has adopted a recreational use statute under § 846 of its Civil Code, and most accidents
arising on federal property in California are immune from liability due to California's recreational use
immunity laws. *See Ravell, supra*. Guam never adopted the same statute.

1 Under Guam law there is a specific statute that deals with responsibility for
2 negligence. Section 1714 of the Guam Civil Code² states:

3 Every one is responsible, not only for the result of his willful acts, but
4 also for an injury occasioned by another by his want of ordinary care
or skill in the management of his property or person, except so far as
the latter has willfully brought the injury upon himself...

5 Guided by these laws and by what this court believes to be their proper application,
6 this court finds that the defendant, acting through the United States Navy, was
negligent...by failing to exercise ordinary care in maintaining the steps in front of the
7 Lester apartment.

8 That is precisely the situation that we have now in the case at bar, and it makes no difference
9 whether the person who comes on to the property is a trespasser, licensee or invitee. In years past,
10 there were cases that tried to show that there were different results depending upon if the person was
11 a trespasser, licensee or invitee. But in *Rowland v. Christian*, 69 C.2d. 108, 119 (1968), the
12 California Supreme Court abrogated those old common law distinctions and stated that,

13 The proper test to be applied to the liability of the possessor of land in accordance
14 with § 1714 of the Civil Code, is whether in the management of his property, he has
acted as a reasonable man in view of the probability of injury to others, and although
15 the plaintiff's status as a trespasser, licensee, or invitee, may in the light of the facts
giving rise to such status, have some bearing on the question of liability, the status
16 is not determinative...where the occupier of land is aware of a concealed condition
involving in the absence of precautions an unreasonable risk of harm to those coming
17 in contact with it, and is aware that a person on the premises is about to come in
contact with it, the trier of fact can reasonably conclude that a failure to warn or to
repair the condition constitutes negligence.

18
19 *See also Grayson v. U.S.*, 748 F.Supp. 854, 859 (Fla. 1990), following Florida law "that the
20 traditional distinction among business invitees, public invitees, and licensees by invitation were no
21 longer valid, and all three classes are invited visitors who are owed a duty of reasonable care under
22

23 ² Now recodified as 18 G.C.A. § 90107.

1 the circumstances.”

2 And this, of course, is in line with § 343 of the Restatement Second of Torts, entitled

3 ***Dangerous conditions known to or discoverable by possessor:***

4 A possessor of land is subject to liability for physical harm caused to his invitees by
5 condition on the land if, but only if, he (a) knows or by the exercise of reasonable
6 care, would discover the condition, and should realize that it involves an
unreasonable risk of harm to such invitees, and

7 (b) should expect that they will not discover or realize the danger, or will fail to
protect themselves against it, and

8 (c) fails to exercise reasonable care to protect them against the danger.

9 Comment (b) to that section provides that:

10 “An invitee enters upon an implied representation or assurance that the land has been
11 prepared and made ready and safe for his reception. He is therefore entitled to expect
12 that the possessor will exercise reasonable care to make the land safe for his entry,
or for his use for the purposes of the invitation.

13 But more importantly, the Supreme Court of Guam, in a well-reasoned opinion, and citing
14 to *Rowland, supra*, and the *Restatements, 2d., supra*, declared what the law of Guam is concerning
15 premises liability:

16 We follow the principle first enunciated in *Nissan Motor Corp.*, 2002 Guam 5, that
17 a property owner must exercise reasonable care in the management of his property
18 in view of the probability of injury to others, and we hold specifically that in order
19 to be liable for injury caused by a harmful or dangerous condition on a property, there
must be negligence on the part of the property owner itself. The owner must have
caused the condition, or have actual or constructive knowledge of the existence of
the condition in sufficient time to correct it. *Guerrero v. McDonalds, et al.*, 2006
Guam 2, headnote 23.

20
21 In this case, the government agents went on the *Polaris Point* property prior to the concert
22 and marked the areas where the holes were located so that people wouldn’t trip over the holes at
23 nighttime or daytime, or wouldn’t drive over the holes. They then proceeded to place orange traffic

1 cones or trash barrels over the holes, but didn't take into consideration that those traffic cones or
2 barrels, with thousands of people attending the concert that day, could be easily stolen or removed
3 because, as the testimony will show, on the night of the accident, there were no traffic cones
4 surrounding the holes that caused the death of the decedent. All of the people involved with this
5 concert knew that there would be thousands of people attending the concert; that they would be
6 driving or walking all over the concert grounds; and the possibilities of accidents occurring, whether
7 by walking, driving cars, or driving golf carts, would take place and that proper precautions should
8 have been taken to make certain that the holes the Navy had already identified as being dangerous
9 would be identified and protected at all times during the concert, whether day or night.

10 [the owner's] duty is to anticipate and guard against lurking perils, inspect the
11 premises and facilities and to keep the aisles and other passageways free from
12 substances which might cause a person to slip. This is especially true in the case of
a place in which many people assemble at all times of day and night. **Travis v.**
Metropolitan Theaters Corp., 91 C.A.2d. 664, 667 (1949).

13 Once the Navy undertook a survey of the **Polaris Point** premises and identified potential
14 dangers, it then had a duty to ensure that the potential dangers on the property were made known to
15 all invitees that came on that property. This principle was set forth in the leading case of **Indian**
16 **Towing Co. v. U.S.**, 350 U.S. 61, 69, 76 S.Ct. 122, 127(1955):

17 The Coast Guard need not undertake the lighthouse service, but once it exercised its
18 discretion to operate a light on **Chandeleur Island**, and engendered reliance on the
19 guidance afforded by the light, it was obligated to use due care to make certain that
20 the light was kept in good working order; and, if the light did become extinguished,
21 then the Coast Guard was further obligated to use due care to discover this fact and
to repair the light or give warning that it was not functioning. If the Coast Guard
failed in its duty and damage was thereby caused to petitioners, the United States is
liable under the Tort Claims Act.

22 **See also Denham v. U.S.**, 834 F.2d. 518, 520 (5th Cir. 1987) to the same effect: "Once the
23 government does undertake to supply a service, then it must be held responsible for negligent acts

1 in supplying the service....Denham was injured because the Corps. chose to ring the swimming site
2 with concrete blocks and then failed to ensure that they did not drift into an area where they would
3 endanger swimmers. The Corps. here was performing an operational function, and it did not have
4 the discretion to do so negligently.”

5 *See also Handy v. U.S.*, 867 F.2d. 1150 (8th Cir. 1989), applying Illinois law where the court
6 imposed liability on the U.S. where Park Rangers were negligent in their duty to inspect and
7 maintain the premises in a reasonably safe condition when a camper tripped on a wire clothes hangar
8 in an unlit area; and *Borlandoe v. U.S.*, 86 F.Supp.2d. 493, 495 (Pa. 2000), applying Pennsylvania
9 law where the government breached its duty of care to an invitee who tripped on a sidewalk brick
10 at a national park that had been raised up by only one quarter inch; and, *see also Faircloth v. U.S.*,
11 837 F.Supp. 123, 126 (N.C. 1993), the court there applied North Carolina law and held that the
12 owner of the premises must exercise ordinary care to keep the premises in a reasonably safe
13 condition for invitees and must warn of any hidden dangers.

14 The case at bar is a fairly straight-forward case because it is not a case where the government
15 “should have known of the dangerous condition” but, in fact, the government did have “actual
16 notice” of the defective property condition and failed to take adequate precautions to make certain
17 that the holes in the property were properly identified with guardrails, stakes, or lighting that could
18 not be removed by the anticipated crowds that were coming to the concert that day. In short, the
19 Defendant was negligent in maintaining its property and that negligence was the proximate result
20 of decedent’s death.

21 IV.

22 GOLF CARTS

23 As mentioned above, the MWR delivered twelve (12) golf carts to the *Polaris Point* premises

1 to be utilized by the employees of the sponsoring entities. Specifically, four (4) carts went to
2 Ambros and Budweiser; four (4) carts went to NBG Security, and four (4) carts remained with
3 MWR.

4 The Defendant has advanced the theory that it was improper for Cassandra to be driving a
5 golf cart with four people on the golf cart. But it is undisputed that when MWR delivered the golf
6 carts to **Polaris Point**, that no precautionary instructions or directions were given to anybody in the
7 use of those carts. Specifically, there were no instructions given to Ambros prohibiting four riders
8 from riding on the golf cart.³ In point of fact, more than two people were riding in the golf carts all
9 over **Polaris Point** that day and nobody stopped that usage. In Security Officer **Tina Lynee Rae's**
10 statement to the United States Naval Criminal Investigative Service, she said:

11 I also know throughout the day/evening, everyone was riding in the same manner as
12 the victim and that the golf carts can really only go 5 MPH.

13 If the Defendant did not want more than two persons riding in the golf carts, then it should
14 have notified Ambros or the other users of the golf carts that only two people could ride in the carts.
15 This failure on the part of MWR to warn of any dangers in the use of the carts was negligence and
16 a breach of their duty to properly supervise the use of their own equipment.

17 ...members of health clubs are owed a duty of reasonable care to protect them from
18 injury while on the premises. Citing cases. This duty necessarily includes a general
19 responsibility to insure that their members know how to properly use gym
20 equipment.

20 ...It is uncontested that Sports City had not instructed or supervised plaintiff in the
21 use of the hack squat machine. This would normally be a breach of duty by Sports
22 City as this machine could easily cause injury if not properly used. **Thomas v. Sports
City, Inc.**, 738 So.2d. 1153, 1157-1158 (La. 1999).

23 ³ The only warning given was to make certain that the governors on the carts were not
tampered with.

1 A cause of action for the negligent supervision or negligent training of the use of a golf cart
2 that causes injury is derived from §§ 388 and 392 of the *Restatement, 2nd of Torts* concerning the
3 use of a chattel by the supplier and owner of that chattel, if the supplier

4 (a) Knows or has a reason to know that the chattel is or is likely to be dangerous for
5 the use for which it is supplied, and

6 (b) Has no reason to believe that those for whose use the chattel is supplied will
7 realize its dangerous condition, and

8 (c) Fails to exercise reasonable care to inform them of its dangerous condition or of
9 the facts which might make it likely to be dangerous.

10 Consequently, because the Defendant has advanced the position that the Plaintiff and the
11 Plaintiff's husband were negligent in permitting four people to ride on the golf cart, the evidence will
12 show that nobody from MWR, the supplier of the golf carts, advised Cassandra that four people
13 could not ride on the golf carts, and especially when she saw MWR personnel driving golf carts that
14 day with more than two people in the golf carts. Then necessarily MWR was negligent in not
15 directing or instructing on the proper use of those golf carts.

16 V.

17 DAMAGES

18 Roland Boudreau was thirty-six (36) years old at the time of his death and had a life
19 expectancy of thirty-eight (38) more years.⁴ He was making approximately Fifty Thousand Dollars
20 (\$50,000) per year at the time of his death, and had the opportunity to, of course, make much more
21 than that. His 39.6 years of life expectancy, times Fifty Thousand Dollars (\$50,000) per year, equals
22 One Million Eight Hundred Thousand Dollars (\$1,800,000). Cassandra and Roland's minor son are

23 ⁴ Plaintiff requests the Court to take judicial notice of the life expectancy table attached
hereto. Source: *Am.Jur.2d. Desk Book*.

1 entitled to that amount of money, plus funeral expenses and hospital expenses, to properly reimburse
2 them for his untimely death brought about by the negligence of the Defendant.

3 **VI.**

4 **CONCLUSION**

5 The Defendant was negligent in providing its property to the concert goers in a dangerous
6 condition when it had notice of a dangerous condition on the property and failed to correct it. And,
7 secondly, the Defendant was negligent in delivering golf carts for use by Ambros employees without
8 adequate warnings, supervision or instruction on their use.

9 Respectfully submitted this 1st day of February, 2008.

10 **TEKER TORRES & TEKER, P.C.**

11 
12 By LAWRENCE J. TEKER, ESQ.

13 Attorneys for Plaintiff, *Cassandra C. Truong*

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DATED at Hagåtña, Guam, on February 1, 2008.


LAWRENCE J. TEKER

PLDGS:TRUONG, CASSANDRA-U.S. NAVY:019

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Item No. 94

1980 to 1995

Expectation of Life and Expected Deaths, by Race, Sex, and Age: 1994

cept as noted. Caution should be used in
ion of the area.

1985	1990	1992	1993	1994	1995, prel.
8.8	8.5	8.5	8.8	8.8	8.8
9.3	8.7	8.8	9.1	9.0	9.1
9.8	9.0	9.0	9.3	9.4	9.4
8.5	7.7	7.7	7.9	7.8	8.1
8.8	8.2	8.4	8.5	8.2	8.5
9.5	8.8	9.0	9.4	9.1	9.2
10.0	9.5	9.5	9.7	9.4	9.7
8.8	8.4	8.6	8.9	8.9	8.8
9.9	8.8	9.5	9.7	9.7	9.7
9.7	9.4	9.2	9.4	9.3	9.3
9.4	9.1	9.1	9.2	9.1	9.3
10.5	10.3	10.3	10.5	10.6	10.6
8.9	8.9	8.7	8.0	8.0	8.1
9.2	9.1	9.0	9.1	9.3	9.5
8.8	8.8	8.8	9.1	9.1	9.0
9.0	9.0	8.8	9.2	9.1	9.2
8.7	8.5	8.4	8.7	8.7	8.7
8.7	8.7	8.5	8.7	8.7	8.8
9.3	9.1	9.0	9.6	9.3	9.3
8.3	7.9	7.8	8.0	8.0	8.1
9.8	9.7	9.5	9.9	9.8	9.1
10.1	9.8	9.8	10.8	10.2	10.5
8.3	8.9	9.0	9.3	9.2	9.4
9.5	9.1	9.5	9.6	9.4	9.4
9.4	9.4	9.2	9.6	9.3	9.4
9.1	9.0	8.8	9.2	9.1	9.3
9.1	9.0	9.0	9.3	9.2	9.3
8.9	8.7	8.6	8.7	9.0	8.8
8.3	8.0	7.9	8.7	8.2	8.3
11.0	12.0	12.1	11.6	12.8	12.4
7.9	7.8	7.7	8.0	8.0	8.0
10.2	10.8	10.9	11.0	11.1	11.1
8.5	8.6	8.7	9.0	8.9	9.0
8.2	8.5	8.5	8.8	8.8	8.9
8.2	8.0	7.8	8.1	8.0	8.1
10.7	10.4	10.4	10.7	10.7	10.6
9.4	9.6	9.4	9.8	9.6	9.9
9.4	9.5	9.3	9.7	9.8	9.7
9.2	9.6	9.3	9.7	9.8	10.0
9.5	9.7	9.5	9.9	10.0	10.0
9.5	9.8	9.7	10.1	10.0	10.0
8.0	8.2	8.1	8.4	8.2	8.3
10.4	10.5	10.4	10.9	10.7	10.7
8.4	8.8	8.8	9.3	9.0	9.1
9.1	9.7	9.5	10.1	9.9	10.0
7.3	7.4	7.3	7.5	7.4	7.4
8.9	7.1	7.2	7.3	7.4	7.4
8.2	8.6	8.6	8.9	8.6	8.7
7.2	7.4	7.4	7.6	7.5	7.3
9.9	6.6	7.1	7.1	6.7	6.7
8.3	6.8	6.5	6.7	6.8	6.7
6.8	7.0	7.1	7.3	7.3	7.4
7.7	7.9	8.1	8.2	8.4	8.4
5.5	5.3	5.4	5.5	5.5	5.5
7.8	7.6	7.7	7.8	8.2	8.2
7.8	7.3	7.1	7.2	7.2	7.2
8.9	8.8	8.7	9.0	8.9	9.0
7.6	7.2	7.0	7.0	7.1	7.1
3.9	4.0	3.9	3.8	4.0	4.2
5.6	5.1	6.0	6.2	6.2	6.4

and 1990; estimated resident population as of July

United States, annual; and Monthly Vital Statistics

AGE IN 1990 (years)	EXPECTATION OF LIFE IN YEARS				EXPECTED DEATHS PER 1,000 ALIVE AT SPECIFIED AGE ¹					
	Total	White		Black		Total	White		Black	
		Male	Female	Male	Female		Male	Female	Male	Female
All birth...	75.7	73.3	79.6	84.9	73.9	8.01	7.21	5.88	17.42	14.05
1...	75.3	72.8	79.1	85.1	73.8	0.82	0.80	0.45	1.22	0.90
2...	74.4	71.8	78.1	84.1	73.0	0.45	0.43	0.34	0.86	0.73
3...	73.4	70.9	77.1	83.2	72.0	0.36	0.32	0.27	0.63	0.58
4...	72.4	69.9	76.1	82.2	71.1	0.29	0.26	0.22	0.51	0.46
5...	71.4	68.9	75.2	81.3	70.1	0.24	0.23	0.18	0.45	0.37
6...	70.5	67.9	74.2	80.3	69.1	0.22	0.22	0.16	0.42	0.30
7...	69.5	67.0	73.2	79.3	68.2	0.20	0.21	0.15	0.38	0.25
8...	68.5	66.0	72.2	78.3	67.2	0.18	0.19	0.14	0.33	0.22
9...	67.5	65.0	71.2	77.3	66.2	0.16	0.16	0.12	0.25	0.21
10...	66.5	64.0	70.2	76.4	65.2	0.14	0.14	0.12	0.18	0.21
11...	65.5	63.0	69.2	75.4	64.2	0.14	0.15	0.12	0.17	0.23
12...	64.5	62.0	68.2	74.4	63.2	0.20	0.21	0.15	0.31	0.27
13...	63.5	61.0	67.2	73.4	62.3	0.31	0.36	0.20	0.83	0.31
14...	62.8	60.0	66.3	72.4	61.3	0.46	0.55	0.28	1.07	0.36
15...	61.8	59.1	65.3	71.5	60.3	0.63	0.77	0.34	1.57	0.43
16...	60.8	58.1	64.3	70.6	59.3	0.79	0.97	0.41	2.04	0.50
17...	59.7	57.2	63.3	69.7	58.4	0.91	1.13	0.48	2.43	0.56
18...	58.7	56.2	62.3	68.8	57.4	0.98	1.23	0.47	2.70	0.62
19...	57.8	55.3	61.4	67.9	56.4	1.01	1.28	0.47	2.86	0.68
20...	56.8	54.4	60.4	67.1	55.5	1.04	1.32	0.45	3.02	0.74
21...	55.9	53.4	59.4	66.2	54.5	1.07	1.36	0.44	3.19	0.81
22...	55.0	52.5	58.5	65.3	53.5	1.10	1.41	0.44	3.32	0.88
23...	54.0	51.6	57.5	64.5	52.6	1.12	1.43	0.45	3.40	0.96
24...	53.1	50.7	56.5	63.6	51.6	1.13	1.43	0.47	3.45	1.04
25...	52.1	49.7	55.5	62.6	50.7	1.14	1.43	0.50	3.47	1.12
26...	51.2	48.8	54.6	61.9	49.8	1.15	1.43	0.52	3.51	1.21
27...	50.3	47.9	53.6	61.1	48.8	1.19	1.47	0.54	3.61	1.31
28...	49.3	47.0	52.6	60.2	47.9	1.25	1.55	0.57	3.82	1.43
29...	48.4	46.0	51.7	59.4	46.9	1.34	1.67	0.60	4.09	1.57
30...	47.4	45.1	50.7	58.5	46.0	1.44	1.81	0.63	4.41	1.72
31...	46.5	44.2	49.7	57.7	45.1	1.53	1.94	0.66	4.72	1.87
32...	45.6	43.3	48.7	56.9	44.2	1.62	2.06	0.71	5.00	2.03
33...	44.6	42.4	47.8	56.1	43.3	1.71	2.16	0.75	5.23	2.18
34...	43.7	41.4	46.8	55.3	42.4	1.80	2.24	0.82	5.44	2.33
35...	42.8	40.5	45.9	54.5	41.5	1.89	2.33	0.89	5.64	2.50
36...	41.9	39.6	44.9	53.6	40.6	1.99	2.44	0.96	5.87	2.67
37...	41.0	38.7	43.9	52.8	39.7	2.10	2.55	1.03	6.19	2.84
38...	40.1	37.8	43.0	52.0	38.8	2.20	2.66	1.10	6.50	3.01
39...	39.1	36.9	42.0	51.2	37.9	2.32	2.78	1.15	7.09	3.18
40...	38.2	36.0	41.1	50.5	37.0	2.44	2.94	1.22	7.63	3.36
41...	37.3	35.1	40.1	49.7	36.1	2.58	3.10	1.31	8.17	3.56
42...	36.4	34.2	39.2	48.9	35.2	2.73	3.25	1.41	8.68	3.78
43...	35.5	33.3	38.2	48.2	34.4	2.88	3.41	1.54	9.08	4.04
44...	34.6	32.5	37.3	47.4	33.5	3.04	3.57	1.70	9.45	4.33
45...	33.7	31.6	36.4	46.7	32.7	3.22	3.74	1.87	9.82	4.66
46...	32.8	30.7	35.4	45.9	31.8	3.44	3.96	2.07	10.26	5.00
47...	31.9	29.8	34.5	45.2	31.0	3.69	4.24	2.28	10.79	5.35
48...	31.1	28.9	33.6	44.5	30.1	4.00	4.60	2.52	11.45	5.69
49...	30.2	28.1	32.7	43.8	29.3	4.36	5.02	2.79	12.22	6.05
50...	29.3	27.2	31.7	43.1	28.5	4.76	5.51	3.08	13.06	6.42
51...	28.4	26.4	30.8	42.4	27.7	5.20	6.04	3.41	13.94	6.84
52...	27.5	25.5	29.9	41.7	26.9	5.67	6.61	3.76	14.84	7.35
53...	26.7	24.7	29.1	41.0	26.1	6.16	7.19	4.12	15.78	7.97
54...	25.9	23.8	28.2	40.3	25.3	6.68	7.82	4.50	16.70	8.60
55...	25.1	23.0	27.3	39.6	24.5	7.25	8.46	4.91	17.68	9.28
56...	24.3	22.2	26.4	38.9	23.7	7.87	9.25	5.38	18.74	10.29
57...	23.4	21.4	25.5	38.2	22.9	8.52	10.17	5.93	19.97	11.13
58...	22.6	20.6	24.7	37.5	22.2	9.20	11.31	6.58	21.43	11.95
59...	21.9	19.9	23.9	36.8	21.5	10.51	13.62	7.33	23.06	12.80
60...	21.1	19.1	23.1	36.1	20.7	11.62	14.05	8.15	24.88	13.68
61...	20.3	18.4	22.2	35.4	20.0	12.77	15.56	9.01	26.77	14.68
62...	19.6	17.7	21.4	34.7	19.3	13.98	17.11	9.90	28.57	15.75
63...	18.9	17.0	20.6	34.0	18.5	15.14	18.69	10.79	30.19	16.83
64...	18.1	16.3	19.9	33.3	17.9	16.36	20.32	11.70	31.70	18.22
65...	17.4	15.8	19.1	32.6	17.2	17.64	22.05	12.68	33.11	19.56
66...	16.7	15.1	18.4	31.9	16.5	19.00	23.90	13.70	34.50	20.00
67...	16.0	14.4	17.7	31.2	15.8	20.44	25.84	14.80	35.80	20.50
68...	15.3	13.7	17.0	30.5	15.1	21.96	27.88	15.90	37.10	21.00
69...	14.6	13.0	16.3	29.8	14.4	23.56	29.99	17.00	38.40	21.50
70...	14.1	12.5	15.8	29.1	14.1	25.44	33.19	19.65	48.61	29.36
71...	13.6	12.0	15.3	28.4	13.6	27.44	36.41	20.62	48.70	30.70
72...	13.1	11.5	14.8	27.7	13.1	29.56	39.74	21.60	48.75	31.60
73...	12.6	11.0	14.3	27.0	12.6	31.80	43.16	22.60	48.75	32.00
74...	12.1	10.5	13.8	26.3	12.1	34.16	46.64	23.60	48.75	32.00
75...	11.6	10.0	13.3	25.6	11.6	36.64	50.16	24.60	48.75	32.00
76...	11.1	9.5	12.8	24.9	11.1	39.24	53.72	25.60	48.75	32.00
77...	10.6	9.0	12.3	24.2	10.6	41.96	57.32	26.60	48.75	32.00
78...	10.1	8.5	11.8	23.5	10.1	44.80	60.96	27.60	48.75	32.00
79...	9.6	8.0	11.3	22.8	9.6	47.76	64.64	28.60	48.75	32.00
80...	9.1	7.5	10.8	22.1	9.1	50.72	68.32	29.60	48.75	32.00
81...	8.6	7.0	10.3	21.4	8.6	53.76	72.00	30.60	48.75	32.00
82...	8.1	6.5	9.8	20.7	8.1	56.80	75.68	31.60	48.75	32.00
83...	7.6	6.0	9.3	20.0	7.6	59.84	79.36	32.60	48.75	32.00
84...	7.1	5.5	8.8	19.3	7.1	62.88	83.04	33.60	48.75	32.00
85...	6.6	5.0	8.3	18.6	6.6	65.92	86.72	34.60	48.75	32.00
86...	6.1	4.5	7.8	17.9	6.1	68.96	90.40	35.60	48.75	32.00
87...	5.6	4.0	7.3	17.2	5.6	72.00	94.08	36.60	48.75	32.00
88...	5.1	3.5	6.8	16.5	5.1	75.04	97.76	37.60	48.75	32.00
89...	4.6	3.0	6.3	15.8	4.6	78.08	101.44	38.60	48.75	32.00
90...	4.1	2.5	5.8	15.1	4.1	81.12	105.12	39.60	48.75	32.00
91...	3.6	2.0	5.3	14.4	3.6	84.16	108.80	40.60	48.75	32.00
92...	3.1	1.5	4.8	13.7	3.1	87.20	112.48	41.60	48.75	32.00
93...	2.6	1.0	4.3	13.0	2.6	90.24	116.16	42.60	48.75	32.00
94...	2.1	0.5	3.8	12.3	2.1	93.28	119.84	43.60	48.75	32.00
95...	1.6	0.0	3.3	11.6	1.6	96.32	123.52	44.60	48.75	32.00
96...	1.1	0.0	2.8	10.9	1.1	99.36	127.20	45.60	48.75	32.00
97...	0.6	0.0	2.3	10.2	0.6	102.40	130.88	46.60	48.75	32.00
98...	0.1	0.0	1.8	9.5	0.1	105.44	134.56	47.60	48.75	32.00
99...	0.0	0.0	1.3	8.8	0.0	108.48	138.24	48.60	48.75	32.00
100...	0.0	0.0	0.8	8.1	0.0	111.52	141.92	49.60	48.75	32.00
and over	6.1	5.2	6.4	5.3	8.8	1,000.0	1,000.0	1,000.0	1,000.0	1,000.0